

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JAYSON REYES,

Plaintiff,

-against-

CITY OF NEW YORK, *et al.*,

Defendants.

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**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

07 CV 6349 (PAC)

WHEREAS, plaintiff commenced this action by filling a complaint on or about July 11, 2007 and filed an Amended Complaint on or about November 5, 2007, alleging that, among other things: that plaintiff was subjected to constitutionally inadequate medical care during his incarceration from February through June 2006 at the Manhattan Detention Center and Riker's Island as set forth in the First Amended Complaint filed in the above-captioned action.

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the claims raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph “2” below.

2. Defendants City of New York, *et al.*, hereby agrees to pay plaintiff in the sum of \$65,000 (*i.e.*, “sixty five thousand dollars and no cents”) in full satisfaction of all claims raised in the Amended Complaint and that were or could have been raised in this action, including claims for costs, expenses, and attorneys’ fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all of the claims against the individually named defendants and to release all defendants, their successors or assigned and all present or former officials, employees, representatives or agents of the City of New York, Prison Health Services, and the City of New York from any and all liability, claims, or rights of action arising from the allegations set forth in the complaint, including claims for costs, expenses and attorneys’ fees.

3. Plaintiff shall execute and deliver to defendants’ attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph 2 above and an Affidavit of Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This


stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.


6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

DATED: New York, New York
June ~~May~~ 5th, 2008

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SO ORDERED:

Hon. Paul A. Crotty
United States District Judge